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LABOUR & E.S.I. DEPARTMENT

NOTIFICATION

The 23rd July 2025

S.R.O. No. 555/2025—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Award, dated the 25th March 2025 passed in the ID Case No. 03 of 2020 by the Presiding Officer, Labour Court, Sambalpur on the industrial dispute between (1) M/s Kishori Lal Construction Ltd., Contractor, C/o M/s Bhusan Power & Steel Limited, At Thelkoloi, P.O. Lapanga, Dist. Sambalpur (Odisha), PIN-768212. (2) The Vice-President M/s Bhusan Power and Steel Limited. The Principal Employer, At Thelkoloi, P.O. Lapanga, Dist. Sambalpur (Odisha), PIN-768212 (3) Noticee M/s Ishan Technical Plant Services Pvt. Ltd and Shri Sunil Kumar, S/o Late Hiramani Prasad, At Vimala Bhawan, B-178, Awas Bikash Colony, Sahapur, P.O. Gita Vatika, Dist. Gorakhpur (U.P.) PIN-273006 is hereby published as in the schedule below :—

SCHEDULE

IN THE COURT OF THE PRESIDING OFFICER

LABOUR COURT, SAMBALPUR

INDUSTRIAL DISPUTE CASE NO. 3 of 2020

Dated the 25th March of 2025

Present :

Shri Raghu Nandan Das, LL.B.,
Presiding Officer,
Labour Court, Sambalpur.

Between :

1. M/s Kishori Lal Construction Ltd., Contractor, C/o M/s. Bhusan Power & Steel Limited, At Thelkoloi, P.O. Lapanga, Dist. Sambalpur (Odisha), PIN-768212.
2. The Vice-President M/s Bhusan Power and Steel Limited, The Principal Employer, At Thelkoloi, P.O. Lapanga, Dist. Sambalpur (Odisha), PIN -768212.

. . First Party—Management

3. Noticee
M/s Ishan Technical Plant Services Pvt. Ltd.

Vrs.

Shri Sunil Kumar . . Second Party—Workman
S/o Late Hiramani Prasad,
At Vimala Bhawan, B-178,
Awas Bikash Colony, Sahapur,
P.O. Gita Vatika,
Dist. Gorakhpur (U.P.)
PIN-273006.

Appearances :

None	. .	For the First Party—Management No. 1
Shri B.K. Purohit & Associates, Advocates, Sambalpur.	. .	For the First Party—Management No. 2
Shri P.K. Mishra & Associates, Advocates, Sambalpur.	. .	For the Noticee
Shri R.K. Mohanty & Associates, Advocates, Sambalpur.	. .	For the Second Part—Workman
Date of conclusion of argument	. .	12th March 2025
Date of order	. .	25th March 2025

AWARD

This case arises out of an application filed under Section 2-A (2) of the I.D. Act, 1947 on the 5th November 2020 by the above named workman with a prayer to declare the termination of his service from the 4th October 2019 as illegal; to declare the period of his suspension from duty from the 21st September 2019 to 24th September 2019 as illegal; to reinstate him in his job forthwith and with costs; to pay him his back wages (by the first party management) from the date of illegal termination of service till date of the order of this Court; and to grant any other relief, which is deemed fit and proper, in his favour.

2. The case of the workman in brief is that, he is a “workman” and was employed by the first party management No. 1 Contractor M/s Kishori Lal Construction Ltd., which was engaged by first party management No. 2, M/s Bhusan Power and Steel Ltd., who is the Principal Employer. He had joined in his duty in the plant on the 10th September 2007 as a Junior Operator in D.M. Plant Phase-I, and due to his continuous and sincere service, promoted to the post of Senior Operator in the year 2018 in the same department.

2.1 He rendered his service in the plant with utmost devotion and sincerity, and there was no complaint against him. He received an explanation letter, dated the 12th September 2019 alleging therein that, he had opened the caustic inlet valve on the 8th September 2019 and left it for whole night, for which huge losses had been made to the plant. After receiving such letter, the workman replied to the authority that the allegation was totally false, because on the said date, after completing his duty he had handed over his duty to the reliever and there was no irregularity at all, and sitting in the computer there is no scope to know about the reality, if there is waste or not. The whole allegation was man-made and planned with *mala fide* intention to terminate him from his employment.

2.2 all of a sudden, he was suspended from his duty on the 21st September 2019 for four days from the 21st September 2019 to 24th September 2019. The management expressed him that his suspension was a formal one, and he took duty even on such suspension period on the 21st September 2019 and on the 22nd September 2021.

Then the management transferred him on the 1st October 2019 to another department, i.e., Blast Furnace-1 where he resumed his duty, and in between, the management had been forcing to obtain a letter in writing from him admitting his mistake, for which the loss had occurred. Since the workman denied doing so, as the allegation was false, it was planned to deprive him from his employment.

2.3. Finally, the management blocked his Punch Card on completion of his duty on the 3rd October 2019, which amounts to illegal termination from the 4th October 2019. the frist party management did not issue any termination letter or did not initiate any domestic enquiry to find out the truth, and did not give any opporunity to him to explain in the matter. The workman was even not paid with subsistence allowance during the suspension period. He had rendered continuous service from the date of his joining on the 10th October 2007 till the 3rd October 2019, i.e., till the date of his illegal termination. After such termination, he faced untold misery and starvation.

After such illegal termination, the wiorkman was compelled to lodge a complaint before the D.L.O., Sambalpur for amicable settlement of the dispute. The D.L.O., Sambalpur made a spot inquiry on the 15th February 2020, but due to adamant attitude of the first party management, no settlement could be arrived at. Hence, the workman was forced to file the present case.

The frist party management is a vast organization and they are retaining fresh hands till today. This workman has been illegally terminated and was not given a chance for his reinstatement in service. After his termination, he has remained unemployed in spite of his best efforts for alternative employment. with the above averments, the case has been filed for the reliefs noted *supra*.

3. On the other hand, the first party management No. 2 has filed its W.S. contending that, the workman has filed this case without any schedule of terms to be decided by this Court. The same is not maintainable, as there is no reference by the appropriate government. It is further contended that as per the averments of the statement of claim, the workman had made complaint about his illegal terminations to the D.L.O., who had made spot inquiry on the 15th February 2020. However, the D.L.O. did not refer the allegation to the appropriate government intimating existence of industrial dispute meeting the parties, but close the matter. As such, this case not maintainable before this Court being devoid of merit.

3.1 It is also contended that this case is also barred by limitation in view of the provision of Section 2-A (3) of the I.D. Act, 1947. This first party management No. 2 is a company, now being managed by JSW-BPSL and Management-Company has been received from the erstwhile BPSL in an Insolvency Proceeding initiated by the Panjab National Bank. The present management Company is not liable for any claim, which were existing prior of the teking over to the new Company from the old Company. The claim of the workman is a claim which is hit by the order of the NCLT, and as such, the present first party management No. 2 is not liable under law to redress the claim of present workman.

3.2 When the Notice of this case was received by the first party management No. 2, it is found that first party management No.1, is no more in existence. That apart, as there is no contract between the first party management No. 2 and M/s Kishorilal Constructon Ltd., against whom the original case wasfiled, the first party management No. 2 is not in a position to answer the averments of the workman made in his statement of claim. It is contended that all the averments made by the workman in his statement of claim are false and the same are denied.

3.3 Similarly, the averments made from Paras. 1 to 13 of the statement of claims have been denied. it is also denied that the workman is a workman as per the provision of the I.D. Act, 1947 and he had continuously worked from the 10th September 2007 till 3rd October 2019 with M/s Kishorilal Construction Ltd .. As Per the pleading of the workman, he committed certain misconduct during the period of his employment with the first party management No. 2, while he was under the employment with M/s Kishorilal Construction Ltd. as a contract labour, and as such, this being a case of misconduct followed by suspension from duty periodically and later on by termination for non-joining in the work by the workman at any point of time, the same cannot be treated as an industrial dispute. It is submitted that suspension period being 4 days only, there arises no subsistence allowance, when the salary for the period must have been paid by M/s Kishorilal Construction Ltd..

3.4 It is submitted that, if at all the workman is a contract labour, his joining his service with the first party management No. 1 is subject to the direction of M/s Kishorilal Construction Ltd., and is not at all related to employment of first party management No. 2, as the workman is not permanent employee of it. Only upon the list of required contract labourers submitted by M/s Kishorilal Construction Ltd., then only the first party management No.2 shall give the wages for the period and to assigned to work to the workman as per list and not beyond. Upon such circumstances, the question of termination of the workman by blocking his Punch Card is not related to this management No. 2, but it is the prerogative of M/s Kishorilal Construction Ltd..

3.5 It is submitted that the official of present first party management No. 2 Knew about the visit of the D.L.O. to the plant, wherein the D.L.O. advised of the workman the join the services through another agency the contract labour, but the workman refused to obey any advised of the D.L.O., and remained adamant. Thereafter, the D.L.O. did not find any industrial dispute, as because there was no person to represent M/s Kishorilal Construction Ltd., because then there was no service contract between M/s Kishorilal Construction Ltd. and the first party management No. 2.

The first party management No. 2 is in the process of reorganization and they are not employing any new person, rather revamping the old structure of the erstwhile management and continuing with the permanent employees. As such, the question of retention of any contract labour does not arise, unless any person comes under any Agency supplying the contract labour as per the requirement of the first party management No. 2.

3.6 As the workman is maintaining himself comfortably, he must be working somewhere else, and it is false that he is unemployed till now. Whatever relief the workman wants, is completely related to M/s Kishorilal Construction Ltd. and is no were related this management No. 2 at any point of time. As such, the workman cannot claim any relief from this management. The averments of the workman of his statement of claim are ambiguous, bad, un-founded on facts and devoid of merits as per the provision of law and as such, is not maintainable.

3.7 The averments of the workman in his statement of claim, which are inconsistent with the averments of W.S. of this management, be deemed to be false. Similarly, the averments made in the ststement of claim of the workman which are not specifically admitted or denied, have been categorically denied. Thus, it is prayed to answer the prayer made by the workman in favour of this first party management No.1.

Similarly, the noticee, i.e., M/s Ishan Technical Plant Service Pvt. Ltd. (ITPS),Contractor has filed its statement of defense contending that, it received notice from this Court for filing W.S. in this case along with a copy of application. On perusal of the copy of petition, i.e., the statement of claim under Section 2-A of the I.D. Act, 1947 filed by workman Sunil Kumar, it revealed that, said petition was filed on the 5th November 2020, and in a said petition the present noticee was not a

party. On the other hand, M/s Kishorilal Construction Ltd., Contractor and Vice Presindent, M/s B.P.S. Ltd. had been arrayed as first party employer. It was also disclose that the workman was employee by Contractor M/s Kishorilal Construction Ltd..

4.1 It is also contended that the averments of Paras. 1 to 16 of the statement of claims filed by the workman on the 5th November 2020 were not known to this noticee, and hence the same was denied. It is specifically pleaded that the workman was never employer by the by this noticee at any point of time. This noticee is not known to any Contractor, M/s Kishorilal Construction Ltd., as it has been inducted as a Contractor under Jindal South West (JSW) at Thelkoloi, P.O. Lapanga, Dist. Sambalpur w.e.f. the 1st June 2021, i.e., much after filing of the present I.D. Case. This noticee also does not know workman Sunil Kumar.

4.2 The present noticee is not the employer of the workman, or the workman worked under it any point of time. As such, this noticee has been wrongly impleaded as a party in this case. In other words, the noticee is a stranger to the present proceeding. The averment/allegation made at Para. 2 of the petition the 22nd December 2022 filed by the workman is false and hence denied. The workman be called upon to prove that he was an employee of the noticee.

4.3 It is also contended that as per the order of the NCLT, JSW took over the charge of the management of the BPSL Company w.e.f. the 26th March 2021 and the present noticee has been appointed of the Contactor by JSW w.e.f. the 1st June 2021. The present noticee has been un-necessarily dragged into the purview of the present case, though the workman was not an employee of noticee at any point of time. As such, this case against the noticee is not maintainable in the eyes of law. Thus, it is prayed to dismiss this case against this noticee.

The workman has filed a common Rejoinder against the written statements filed the frist party management No. 2 and the noticee denying the averments made in those the written statements.

5. Out of the pleading of the parties, this court has framed the following issues :

(i) Whether the termination of services of Shri Sunil Kumar by the management of M/s Kishorilal Construction Ltd., w.e.f. the 21st September 2019 is legal and/or justified ?

(ii) If not, what relief workman Sunil Kumar is entitled to ?

6. In order to prove the case, the second party workman has examined himself as W.W. No 1. Similarly, he has examined another witness namely, Krishna Kumar Srivastava as W.W. No. 2 and another Mohammad Azad Hussain as W.W. No. 3 He has exhibited documents, which have been marked from Exts. 1 to Exts. 19.

Likewise, the first party management No. 2 has examined one Khitish Kumar Garnayak as M.W. No. 1. It has exhibited documents marked from Exts. A1 to C1.

Noticee Ishan Technical Plant Service Ltd., (ITPS) has examined one Subhendu Kumar Panda as N.W. No.1 and has Exhibited documents marked from Exts. A to D.

7. *Issue No. (i)* —This is the vital and main issue of this case, which is taken first for consideration. Some of the undisputed facts of this case are:- this is not a reference case by the appropriate Government on the Section 10 (1) (c) of the I.D. Act, 1947; rather it is a case filed undre Section 2 A-(2) of the said Act; the workman was working with the principal employer

M/s BPS Ltd., who was not permitted to perform his duty w.e.f. the 4th October 2019 by the first party management. It is also admitted that the workman was employed by M/s Kishorilal Construction, a Contractor under M/s BPS Ltd .. It is also admitted that the D.L.O., Sambalpur had visited the plant after the workman lodged a complaint after his termination before him.

7.1 It is the specific pleading of the workman that, he was illegally terminated by the first party management, even without issuance of any termination letter and without initiation of any domestic enquiry. By examining himself as W. W. No. 1, the workman has deposed in support of his pleading. At Para. 24 of his cross-examination, he has admitted that he had applied for job before the construction company and got the job. On the 10th September 2007, he joined with M/s Kishorilal Construction Ltd. and had worked with it till his termination in September 2019. From the above evidence/admission of the W.W. No.1, it is clearly revealed that, the workman had joined and was working for M/s Kishorilal Construction Ltd ..

7.2 Even at Para. 33 also, W.W. No.1 has admitted that he had joined in the plant on the 10th September 2007 under M/s Kishorilal Construction Ltd. and also he got promoted in the year 2018 as Senior Operator while working with said M/s Kishorilal Construction Ltd.. Even he admitted that, he was transferred to another department on the 1st October 2019 while working under M/s Kishorilal Construction Ltd..

At Para. 34, the witness deposed that he was called for explanation vide Ext. 10 from staff of Bhusan Mr. Jha, but Ext. 10 discloses that the same was called for by M/s Kishorilal Construction Ltd.. Admittedly, this is a document of the workman himself. Similarly, the witness admits Ext. 9 as his suspension order, but he denies that the same has been issued to him by M/s Kishorilal Construction Ltd.. He volunteers that the same was issued to him by the V.P. of Bhusan. But, Ext. 9 discloses that the same was issued by M/s Kishorilal to the workman Construction Ltd. to the workman.

7.3 At Para. 37 of his cross-examination, the witness admits that, now JSW-BPSL is the new company in respect of first party management No. 2. W.W No. 2 at Para. 14 of his cross-examination has deposed that he has got no personal Knowledge about the working of the workman with Bhusan Company. At Para. 15 this witness admits that the workman was an employeee of M/s Kishorilal Construction Ltd..

Similarly, W.W. No. 3 at Para. 12 of his Cross-examination has deposed that, he cannot say if contractor namely, M/s Kishorilal Construction Ltd.was executing contract works under Bhusan Plant during the year 2015 to 2020. At Para. 14 he deposed that he cannot say, who had employed workman Sunil Kumar. From the above oral evidence adduced on behalf of workman, it clearly appears that M/s Kishorilal Construction Ltd. was his employer, although M/s Kishorilal Construction Ltd. was working for principal employer M/s BPS Ltd., as a contractor.

7.4 That apart, Ext. 1 discloses that the same belongs to the workman being issued by M/s Kishorilal Construction Ltd., although the name of M/s BPS Ltd. has been noted as “C/O”. Same is the case in respect of Exts. 4 & 4/1, where on the names of M/s Kishorilal Construction Ltd. have been noted.

From Exts. 5 to 5/12, it appears that, the workman was performing his duty on the relevant dates at the Central Utility Department (Water Treatment Plant). Exts. 6 to Exts. 7 also disclose about performance of duty by the workman at the relevant date and time. But, from the above analysis and evidence on record, it clearly reveals that the workman had joined with M/s Kishorilal Construction Ltd. and had worked under it in the premises of M/s BPS Ltd.. He was called for

explanation vide Ext. 10 from said M/s Kishorilal Construction Ltd. and suspended by it vide Ext. 9. Even, the workman had addressed to M/s Kishorilal Construction Ltd. vide Ext. 12 while submitting his second explanation on the 7th October 2019. It also appears that his salary was being paid to him by M/s Kishorilal Construction Ltd ..

7.5 It is pertinent to mention that M/s Kishorilal Construction Ltd. is no more in existence for which on the application, dated the 22nd December 2022 of the workman, notice was issued to one Ishant Technical Plant Services Pvt. Ltd. (ITPS) vide Letter No. 292 (2), dated the 28th December 2022, pursuant to which said ITPS made appearance as noticee and took part in the proceeding of this case.

Said noticee has examined one S.K. Panda as M.W. No.1 on its behalf. At Para. 29 of his cross-examination, the workman admitted that neither he has leveled any allegations against the ITPS Pvt. Ltd., nor he has claimed any relief against it. He also admits at Para. 30 that, he was never an employee of ITPS.

8. Now, coming to the evidence adduced by M/s BPS Ltd., the evidence of M.W. No. 1(Kshitish Kumar Garnayak) requires to be scrutinized carefully. The witness deposed that the first party management Company, M/s BPS Ltd. has undergone Corporate Insolvency Resolution Process (CIRP) in pursuance to a petition filed by the Punjab National Bank as per the I.B Code 2016 before the NCLT, Principal Bench, New Delhi being the adjudicating authority. In suport of the above evidence, this witness has exhibited three documents. Ext. A1 discloses that NCLT (P.B), New Delhi vide order, dated the 26th July 2017 had allowed to admit the application of the PNB under Section 7 of the Code. Interim Resolution Professional had also been appointed for the purpose. Para. 10 of Ext. A1 discloses that it was directed for public announcement to be immediately made by the IRP with regard to admission of the application under Section 7 of the code.

8.1 Para. 10 (a) of Ext. A1 also discloses that, it was prohibited to institute suits, or continuation of pending suits, or proceedings against the corporate debtor (M/s BPS Ltd.) including execution of any judgment, decree, or order in any Court of law, Tribunal, arbitration panel, or other authority. Ext. B1 at Para. 2 discloses that no claims were received by the Resolution Professional from workmen employees and other creditors. Vide Ext. B1 the resolution plan of JSW-H1 Resolution Plan Applicant was accepted. The order passed vide Ext. B1 was challenged before the NCLAT and its order, dated the 17th February 2020 vide Ext. C1 has been exhibited by M/s BPS Ltd .. This Ext. C1 discloses that at Para. 148, the order vide Ext. B1 of the NCLT, dated the 5th September 2019 was approved with certain modifications/clarification. It was ordered to give effect immediately the approved plan in the manner as ordered by the Adjudicating Authority (NCLT) and modified/clarified by the Appellate Tribunal.

8.2 In the above context, the judgment of the Hon'ble Apex Court, dated the 13th April 2021 reported in (2021) 9 SCC 657 Ghanashyam Mishra and Sons Pvt. Ltd. through the authorized signatory *vs.* Edelweiss Asset Reconstruction Company Ltd. through the Director and others, relied upon by Learned Counsel for M/s BPS Ltd. becomes significant.

In the above judgment the Hon'ble Apex Court have held that, "XXXX XXXX XXXX XXXX 132. Insofar as the claims of labour and workmen are concerned, RP has specifically stated before NCLAT that whatever claims were received from the workmen were duly considered in the resolution plan. Despite that, observing that a liberty is availabel to the workmen to raise their claims before a Civil Court or Labour Court,in our view, is totally in conflict with the provisions of the I.B. Code".

8.3 Relying on the aforesaid judgment of the Hon'ble Apex Court, learned counsel for M/s BPS Ltd. contended that the present case is not maintainable against it. It is also argued that although the workman was aware about the insolvency proceeding of M/s BPS Ltd., he did not make any claim before the adjudicating authority when the proclamation was issued. As such, all claims are extinguished and the new management JSW, who was entrusted with the management of BPS Ltd., cannot be burdened with any liability of any person, much less the workman as per provision of law. It is also argued that Section 238 of the I.B. Code haveing superseding effect, the provisions of this Court shall supersede.

8.4 This Court finds force in the above submission of Learned Counsel for M/s BPS Ltd. and also accepts the same after perusal of Exts. A1, B1 and C1. this documentary evidence speaks for them so far as the above submission of learned Counsel for M/s BPS Ltd. is concerned. There is no need to discuss the evidence of M.W. No. 1 of the noticee, as the workman has got no claim against it from the above discussion of the evidence on record, his Court is of considered opinion that it cannot be held that the termination of services of workman Sunil Kumar by the management of M/s Kishorilal Construction Ltd. w.e.f. the 4th October 2019 was illegal. accordingly, this issue is decided against the workman.

9. *Issue No. (ii)* —In view of the fact the Issue No. (i) is decided against the workman, he is not entitled to get any relief claimed in this case by him.

Hence, it is awarded as follows:

AWARD

This case of the workman filed under Section 2-A (2) of the I.D. Act,1947 is rejected being devoid of merit. He is not entitled to get any relief as claimed. Accordingly, this "No Dispute Award" is passed.

Typed to my dictation and corrected by me.

Dictated and corrected by me.

RAGHU NANDAN DAS
25-03-2025
Presiding Officer
Labour Court, Sambalpur

RAGHU NANDAN DAS
25-03-2025
Presiding Officer
Labour Court, Sambalpur

[No. 6686—LESI-IR-ID-0044/2025-LESI.]

By order of the Governor
MADHUMITA NAYAK
Special Secretary to Government

List of witness examined on behalf of the second party workman :

W.W. No. 1 : Sunil kumar

W.W. No. 2 : Krishna Kumar Srivastava

W.W. No. 3 : Mohammad Azad Hussain

List of witnesses examined on behalf of the Noticee :

M.W. 1 : Shuvendu Kumar Panda

List of witnesses examined on behalf of the first party management No. 2 :

M.W. 1 : Kshitish Kumar Garnayak

List of documents marked as exhibits on behalf of the second party workman :

Ext. 1 : Photocopy of Identity Card of workman issued by O.P. No. 1

Ext. 2 : Photocopy of E.S.I. Identity Card Issued by he ESIC.

Ext. 3 : Photocopy of S.B.I. Savings Bank Pass Book of workman

Exts. 4&4/1 : Printout copy of Annual Statement of account for the year, 2009-10 and 2010-11 of EPF Scheme of workman.

Exts. 5 to 5/12 : Copies of shift in-charge Log Book, CUD (WTP) of BPSL from the 1st September 2019 to the 21st Septmber 2019.

Exts. 6 to 6/1 : Copies of Daily Attendance Sheet of workman for August 2019 and September 2019

Ext. 7 : Copy of Duty Allocation Chart issued by BPSL containing name of workman

Ext. 8 : Copy of Instructions, dated the 12th July 2018

Ext. 9 : Copy of Suspension Order, dated the 21st September 2019 or workman

Ext. 10 : Copy of Show-cause Notice, dated the 12th September 2019 issued to workman

Ext. 11 : Copy of Reply, dated the 16th September 2019 of workman 15th Nobvember 2023 to Ext. 10.

Ext. 12 : Copy of Reply, dated the 7th October 2019 of workman 5th November 2023.

Exts. 13 to 13/b : Copies of Gate Entry Slip, dated the 17th November 2023 of Vehicle.

Ext. 14 : Copy of Bill dated the 15th November 2023 raised by HPCL in favour of BPSL, Rengali.

Ext. 14/a : Copy of Bill dated the 14th January 2024 raised by HPCL in favour of BPSL, Rengali

Exts. 15 to15/a : Copies of e-Way Bills, dated the15th November 2023 and 14th January 2024.

Ext.16 : Copy of material Unloading *cum* Receipt Confirmation slip, dated the 17th November 2023.

Ext. 16/a : Copy of material Unloading *cum* Receipt Confirmation slip, dated the 18th January 2024.

Ect. 17 : Copy of Bill dated the 15th November 2023 raised by HPCL in favour of BPSL, Rengali

Exts. 18 to18/a : Copies of covered Letter showing dispatch of materials to BPSL

Ext. 19 : Copy of PF transfer from M/s OASIS Steel Pvt. Ltd to Ishan Technical Plant Services Pvt.Ltd.

List of documents marked as exhibits on behalf of the first party management Nos. 2:

Ext. A1 : Copy of judgment dated the 26th July 2017 passed by NCLT in C.A. No.202 of2017

Ext. B1 : Copy of judgment dated the 5th September 2019 passed by NCLT in C.A. No.254 (PB) of2019 along with other C.As.

Ext. C1 : Copy of Judgment dated the 25th February 2020 passed by NCLAT in Company Appeal (AT) (Insolvency No. 957/2019).

List of documents marked as exhibits on behalf of the Noticee (Ishan Technical Plant Services Pvt. Ltd.) :

Ext. A : Print-out copy of member Details of EPF contribution of Buddhadeb Parmanik

Ext. A : Letter of Authorization issued in favour of witness No.1 by Noticee (Ishan Technical Plant Service Pvt. Ltd.).

Ext. B : Photocopy of Notice, dated the 28th December 2022 issued from Labour Court, Sambalpur.

Ext. C : Photocopy of the Certificate of License issued by the L.O.-*cum*-D.L.O., Sambalpur

Ext. D : Photocopy of service order received by the Noticee issued from the Principal Employer M/s Bhusan Power and Steel Ltd.

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